

1 BILL NO. S-91-05- 39

2 SPECIAL ORDINANCE NO. S- 143-91

3 AN ORDINANCE approving the awarding
4 of Reference #5005 by the City of
5 Fort Wayne, Indiana, by and through
6 its Department of Purchasing and
7 KELLEY CHEVROLET for the Water
8 Maintenance & Service Department.

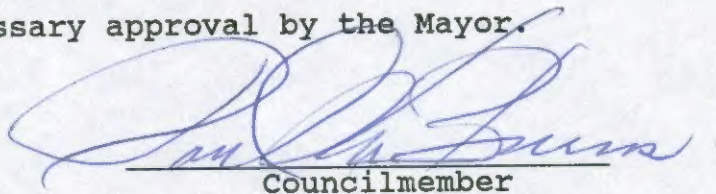
9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA;

11 SECTION 1. That Reference #5005 between the City of
12 Fort Wayne, by and through its Department of Purchasing
13 and KELLEY CHEVROLET for the Water Maintenance & Service
14 Department, respectfully for:

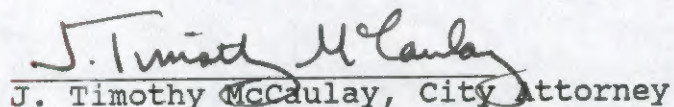
15 the purchase of five (5) dump trucks
16 for the Water Maintenance & Service
17 Department;

18 involving a total cost of Two Hundred Three Thousand Six
19 Hundred Twenty and no/100 Dollars (\$203,620.00), all as
20 more particularly set forth in said Reference #5005
21 which is on file in the Office of the Department of
22 Purchasing, and is by reference incorporated herein, made
23 a part hereof, and is hereby in all things ratified,
24 confirmed and approved.

25 SECTION 2. That this Ordinance shall be in full
26 force and effect from and after its passage and any and
27 all necessary approval by the Mayor.

28 
29 Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
J. Timothy McCaulay, City Attorney

REF. NO.: 5005
DEPT.: WATER MAINTENANCE
DATE: 6/11/91
ITEM/SERV.: DUMP TRUCKS

PURCHASING INFORMATION

ADVERTISED BID: YES
DATES ADVERTISED: 4/12/91 & 4/19/91
OPENING DATE: 5/2/91
WRITTEN QUOTE:
DUE DATE:
VERBAL QUOTE:
SINGLE SOURCE:

NO. OF VENDORS NOTIFIED: 21
NO. OF VENDORS RECEIVING BID/QUOTE: 12
NO. OF VENDORS RETURNING BID/QUOTE: 6
NO. OF VENDORS DISQUALIFIED: 0
NO. OF VENDORS NOT RESPONDING: 15
DATE SENT TO DEPT FOR RECOMM.: 5/2/91
DATE RECOMMENDATION REC'D IN PURCH: 5/23/91

COUNCIL INFORMATION

DATE INFO SENT TO LAW DEPT.: 5/31/91
INTRODUCTION DATE: ~~5/11/91~~ 5/28
DISCUSSION DATE: ~~5/18/91~~ 6/4
PASSAGE DATE: ~~6/25/91~~ 6/11
ORDINANCE NO.:

REFERENCE NO. 5005
SINGLE AXLE DUMP TRUCK
5-9-91

DESCRIPTION	KELLEY CHEV	AC MOTORS	HARE CHEV	CARSON FORD	FW TRUCK CTR	LINCOLNWAY INT'L
MAKE	CHEV 1991	FORD 1991	CHEV 1991	FORD 1991	GMC 1991	INT'L 1992
MODEL	KODIAK	LN8000	KODIAK	LN8000	DUMP	4900
COST PER TRUCK	\$40,724.00	\$43,551.07	\$41,949.00	\$43,012.99	\$42,740.00	\$42,911.38
TOTAL FOR FIVE	\$203,620.00	\$217,755.35	\$209,745.00	\$215,064.95	\$213,700.00	\$214,556.90
DELIVERY TIME ARO	150 DAYS	120 DAYS		75-120 DAYS	60-95 DAYS	90-12- DAYS
VALIDITY BID PRICE	180 DAYS	45 DAYS		60 DAYS	90 DAYS	30 DAYS

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 5-2-91 @ 11:00 AM BID REFERENCE # 5005

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR FIVE (5) +/- SINGLE AXLE DUMP

TRUCKS PER SPECIFICATIONS

AND REQUESTED BY WATER MAINTENANCE & SERVICE

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED OR CASHIER'S
CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXX 100% PERFORMANCE BOND OF SUCCESSFUL
BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ %
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Kelley Chevrolet, Inc.

STREET ADDRESS 500 EAST STATE BLVD

CITY FT. WAYNE IN PHONE # 484-5566

BY James L. Newlin
REPRESENTATIVE SIGNATURE

W.M.&S.D.
CITY UTILITIES
CITY OF FORT WAYNE

415 E. WALLACE ST.
FORT WAYNE, IN 46802
(219) 427-1247

BID PRICE PAGE
BASE BID

SINGLE AXLE DUMP TRUCK
(Per Attached Specifications)

BID
(5) PRICE \$ 40,724.00 EACH EXT. \$ 203,620.00

DELIVERY AFTER RECEIPT OF ORDER: 150 days (Calendar)

VALIDITY OF PRICE ON BASE BID: 180 days (Calendar)

COMPANY NAME:

James L. Nowlin
(Company Bidder's Signature)

JAMES L. NOWLIN
(Bidder's Typed Name)

DATE: MAY 1, 1991

TOLL-FREE TELEPHONE NUMBER 484-5566

manufactured and sold twenty or more of the specified units during the past two years. A list of at least five users shall be supplied.

Parts and Service

To best serve the requirements of the the W.M.&S.D., it is the intent of these specifications to secure equipment which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to lack of spare parts.

All suppliers submitting proposals shall have available a factory parts and service center. The center shall be staffed with full-time technical, as well as order and shipping personnel during regular business hours and days. The factory center shall have toll free telephone or agree to accept all collect calls from owner and be convenient to air freight, bus or overnight parcel service. The supplier shall list its nearest parts and service location, plus any other pertinent information requested.

Exceptions and Acceptability

Exceptions to the component list and specification requirements, or failure to submit requested information shall be considered sufficient cause for rejection of a proposal. W.M.&S.D., CITY UTILITIES, CITY OF FORT WAYNE, reserves the right to reject any/or all bids, to waive any and all informalities, to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids, if rejection or waiver is in its best interest.

Information to be furnished by the supplier

Each supplier shall furnish the following information with its proposal:
(Please check each item to indicate compliance)

- A. Bid Price Page _____
- B. Detailed Component List Including Spare Parts _____
- C. Complete System Specifications _____
- D. Literature describing all major components in detail to include all optional equipment _____
- E. Photographs of a complete unit identical to the one to be supplied _____
- F. Compliance to the specifications shall be answered by a yes or no, and deviations and/or exceptions shall be clearly indicated on an attached sheet and referenced by component to aid in proper evaluation _____

and Chassis Dump Trucks,
Manufacturer's literature
specification herein. Any
name or Manufacturers
may be supplied with

ICE yes

CE NO 156

IE yes?

springs 14,000 lb
springs with 4,000

yes

CCA mounted in
mounted to the

NO-1801

air pressure warn
pe, 16 1/2" x 7
set emergency
FM compressor.
ters.

yes

NO-100 AMP

lated, insulate

W.M.&S.D., CITY UTILITIES, CITY OF FORT WAYNE
SINGLE AXLE DUMP TRUCK

- G. Supply full details outlining warranty
- H. Supply certified surety company's statement of readiness to furnish a 100% performance bond within 10-day notice
- I. Supply full details outlining service policy including parts and availability of full-time staff

Certificate of Insurance

The successful bidder shall supply a minimum of \$1,000,000 and Property Damage Insurance, including but not limited to Liability Endorsement and Products and Completed Operation Certificate of Insurance showing the \$1,000,000 coverage with the bid. Failure to supply the certificate of insurance considered sufficient cause for rejecting the bid.

Bid Prices

Bid prices, including optional-item-bid-prices, for this system specified, shall include, but not be limited to, the following:

- a. The complete system installed and delivered to W.M. Utilities, 415 E. Wallace Street, Fort Wayne, Indiana
- b. Any and all costs of specified instructions/testing

16. Bumper COMPLIANCE yes
Standard (front).
COMPLIANCE yes
17. Fuel Tanks: COMPLIANCE yes
Dual step tanks, 50 gallon minimum capacity each.
18. Heater/Defroster: COMPLIANCE yes
Fresh air type, heavy duty quality.
19. Horn: COMPLIANCE yes
Electric city horn and dual air horns.
20. Lights: COMPLIANCE NO
Head, tail, parking, dome, instrument panel, marker. All lights shall meet State and Federal Standards.
21. Mirrors: COMPLIANCE yes
Heated 16" x 7" West Coast Mirrors on both sides.
22. Rustproofing: COMPLIANCE yes
The fenders and body shall be completely rustproofed. Rustproofing must be in compliance with federal military specifications GSA Spec. FED-STD-297A-2-22-75, entire vehicle must be rustproofed by a commercially acceptable practice with warranty indicated.
23. Radiator: COMPLIANCE yes
Heavy Duty cooling per engine specs silicone hoses and spin-on water filter.

24. Seats:

Air suspended high back drivers seat, air
suspended passenger seat, and seat belts
each side with retractors.

COMPLIANCE yes

25. Steering:

Power, 20" steering wheel.

COMPLIANCE NO 18" wheel

26. Tires:

Front - 11 22.5 14 ply steering tire Radial.
Rear - 11 22.5 14 ply Mud and Snow tire -
Radial.

COMPLIANCE yes

27. Transmission:

Allison MT653 five speed with a low gear of
8.04-1 ratio and on external oil cooler and
external in line spin-on oil filter.

COMPLIANCE yes

28. Manual:

Service manual on all equipment.

COMPLIANCE yes

29. Wheels:

Cast spoke, 8.25" rims, front wheels (Stem-
co Seals in oil), Standard oilers on rear
wheels.

COMPLIANCE yes

30. Windshield Wipers:
Intermittent: NO

Dual, 2-speed electric wipers with washers.

COMPLIANCE yes

31. Color:

Glacier Blue

COMPLIANCE NO - Medium Blue
METALLIC

32. Dump Body/Hoist
for Single Axle
Truck/Aristocrat
Dump Body

Five (5) cubic yard capacity 10 ft. long and
7 ft. wide.

Body - Floor shall be 1/4" steel plate, sides
front, and cab shield shall be 8 gauge

steel. Body will have boxed top rail, full corners, and 6" vertical side braces. Cab shield shall be reinforced and cover 3/4th of the cab. Gussets will be added to accept side boards 2" x 8". Four inch structural channel longitudinals to suit the hoist. All welds will be continuous. Tarpulin tie bar shall be 3/4" minimum. Safety strut must be installed and comply with OSHA standards. All friction points are to be Alemite Zerk fittings. 12" centers on cross members.

Tailgate - Double acting fully boxed 6 panel 8 gauge steel with heavy duty hardware and 5/16" chain.

Hoist - Class 40 with 15 to capacity lay-down arms, cylinder diameter 7" minimum. Bolt on or screw on head, maximum 50 degrees tilt double-acting powerup/power-down hoist, rod to be chrome plated and 2 1/2" diameter.

Lights - Four (4) lamps are to be located vertically in each rear corner post of dump bed, recessed, providing proper clearance for tailgate closure. Interior of corner post shall have a knee brace full depth to give added strength due to light punch-outs. Internal knee brace will terminate 3 1/2" from lamp openings to allow lamp and wires to have clearance without crimping wires. Lights shall consist of (top) amber sealed beam strobe. (Second lamp from top) Tail, stop, turn and hazard. (third lamp from top) back-up light. (Lower lamp) Tail, stop, turn hazard. The power source for the rear strobe lights shall be a remote unit located in cab of vehicle. Both rear strobe lights shall flash simultaneously. All shall meet State and Federal requirements and specifications.

Painting - All metal shall be chemically cleaned before being primed. Units shall be polyamide Zincochromate and finish shall be Glacier Blue in polyurethane enamel.

COMPLIANCE

33. Warranty:

Give description of all warranties and

Engine - 3 years or 150,000 miles

Chassis - 2 years unlimited miles

Dump Body - 1 Year

component warranties available.

COMPLIANCE

34. Radio:

Radio AM-FM, Stereo: with Electronic Tuning and clock. Include Multiple Dual Cone Speakers (Panasonic CR-3d).

COMPLIANCE ~~Yes~~ No (STD)

35. Back-Up Alarm:

Back-Up Alarm electric 102DBA (Preco 250 Bac - A - Larm).

COMPLIANCE Yes

36. Trailer Hitch:

Multi-Hitch, American made, standard mounting pattern, interchangeable Ball 1 7/8", 2", 2 5/16", Case Hardened chrome or nickel-plated steel ball, accepts rings up to 1 5/8" thick cast steel construction.

Vertical load 3,000 lbs.
Gross Trailer weight - 16,000 lbs.

COMPLIANCE Yes

37. Trailer Light Plug:

Light plug for trailer to be installed by successful bidder.

COMPLIANCE Yes

38. Hydraulic System

The hydraulic pump shall be capable of delivering a minimum of 30 gpm at 2,000 PSI at normal truck engine speed. It shall be connected to the engine crankshaft pulley by a double universal splined shaft, or other method approved by the truck manufacturer.

A sectional type bank valve having a minimum capacity of 30 gpm at 2,000 PSI shall be mounted outside the truck cab in such a way as to permit its servicing in a convenient manner. A control lever in the cab shall be connected to the valve spool with a sealed control cable. The lever should be installed so that it is conveniently located for operator or passenger usage and clearly marked as to its function.

Provisions shall be made for power beyond on the bank valve. The main pressure relief should be 2,000 PSI and body up and down shall be port relieved as specified by hoist manufacturer.

A hydraulic 30 gallon oil reservoir tank of an approved type, with clean out availability screened and baffled, shall be so installed to permit maximum cooling and convenient servicing.

A replaceable 50 gpm cartridge type oil filter with a 25 micron element shall be installed in the return line.

The hydraulic suction hose from the reservoir to the pump shall be a minimum of 1-1/4" diameter with 100R4 SAE rating or better. The hydraulic pressure hose from pump to the valve bank shall be a minimum 3/4" diameter with a 100R2 SAE rating or better. The return hose to the reservoir and through the filter shall a minimum 1" diameter with 250 PSI rating or better. All lines shall be properly supported at all points and protected from chafing. Push-on clamped fittings are not permitted.

Any parts or components which are required for a complete operable hydraulic system shall be included.

COMPLIANCE

YES

39. Mud Flaps

Anti sail full length mud flaps to be mounted at rear of dump body.

3/4 length mud flaps to be mounted forward or rear wheels with sufficient brackets so they won't contact the tires.

COMPLIANCE

YES



FIREMAN'S FUND INSURANCE COMPANY
 THE AMERICAN INSURANCE COMPANY
 NATIONAL SURETY CORPORATION
 ASSOCIATED INDEMNITY CORPORATION
 AMERICAN AUTOMOBILE INSURANCE COMPANY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Kelley Chevrolet, Inc.
 500 East State, Fort Wayne, IN 46805
 as Principal, hereinafter called the Principal, and Fireman's Fund Insurance Company

a corporation duly organized under the laws of the State of California

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fort Wayne
 City-County Building, Room 350
 1 Main Street
 Fort Wayne, IN

as Obligees, hereinafter called the Obligees, in the sum of Five Percent (5%) of Maximum Bid-----
 -----Dollars (\$)-----

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Supplying Five (5) 1991 Chevrolet Medium Duty Trucks

NOW, THEREFORE, if the Obligees shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligees in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligees the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligees may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

2nd

day of

May

A.D. 1991

James L. Harris
 (Witness)

Kelley Chevrolet, Inc.

(Principal)

(Seal)

By: *FRIT MANDER*
 (Title)

Marie E. Compas
 (Witness)

Fireman's Fund Insurance Company

(Surety)

(Seal)

By: *Carla J. McQueen*
 Carla J. McQueen, Attorney in fact

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the County of Marin, State of California, has made, constituted and appointed, and does by these presents make, constitute and appoint HARRY A. CRAWFORD, RONALD J. HARRUFF, LEONARD B. KOELLER, JAMES E. VAN DYCK, HAROLD E. EVERETT, DUWAN F. TAGMEYER, JEFFREY C. JOHNSON, CONNIE S. OVERHOLSER, LORETTA A. SPRING, SUZANNE HOPPER, CARLA J. McQUEEN, VICKI L. LEININGER and JANNETT K. YUHAS jointly or severally its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertaking, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VII, Sections 45 and 46 of By-laws of FIREMAN'S FUND INSURANCE COMPANY now in full force and effect.

"Article VII. Appointment and Authority of Resident Secretaries, Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 45. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 46. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 7th day of August, 1984, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 25th day of August, 19 89.



FIREMAN'S FUND INSURANCE COMPANY

By

R. D. Farnsworth

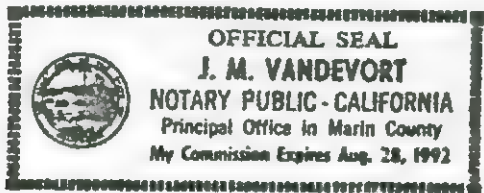
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

On this 25th day of August, 19 89, before me personally came R. D. Farnsworth to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



J. M. Vandevort

Notary Public

CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

I, the undersigned, Resident Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 45 and 46 of the By-laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 2nd day of May, 19 91.



Loretta E. Puntig

Resident Assistant Secretary

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: 5-2-91

1. Governmental Unit: CITY OF FORT WAYNE

2. County: ALLEN

3. Bidder (Firm): KELLEY Chevrolet, Inc.

Address: 500 EAST STATE STREET

City/State: FORT WAYNE, IN 46805

4. Telephone Number: 219-484-5566

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FORT WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

[Signature]
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
	5		SINGLE AXLE DUMPS	\$40,724.00	\$203,620

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
ALLEN COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Kelley Chevrolet
Bidder (Firm)
[Signature]
Signature of Bidder or Agent

Subscribed and sworn to before me this 2ND day of MAY, 1991.

My Commission Expires: 05/27/91

County of Residence: allen

[Signature]
Notary Public
CASEY J. JONES
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unbilled appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Name(s): _____

Date: _____

Read the first time in full and on motion by Burns
seconded by Dr. Janta, and duly adopted, read the second time
title and referred to the Committee on City Clerk (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building,
Fort Wayne, Indiana, on _____, 19____, the _____, da
of _____, 19____, at _____ o'clock _____ M., E.S.

DATED: 5-28-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns
seconded by Gold, and duly adopted, placed on its
passage. PASSED 1st by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA				<u>✓</u>
HENRY	<u>✓</u>			
LONG				<u>✓</u>
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 6-11-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-143-91
on the 11th day of June, 1991,

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 12th day of June, 1991
at the hour of 10:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of June
1991, at the hour of 10:15 o'clock A.M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 5005 for the purchase of five (5) dump trucks for the Water Maintenance and Service Department. The cost reflects the lowest and most responsive of six (6) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: These trucks would be used to tow the shoring trailers. The second application would be to separate concrete or asphalt from usable spoil material thus lowering our disposal costs and also slow the filling of landfills.

IF REPLACEMENT, WHAT NECESSITATES:

J-91-05-39

EFFECT OF NON-PASSAGE: We would have a difficult time transporting our shoring for safety. Also we would be unable to put into affect our cost savings on spoil disposal.

PRIOR APPROVAL REQUESTED:

MONIES INVOLVED: Kelley Chevy \$203,620.00

PRICE AGREEMENT:

PURCHASE ORDER: Yes

ACCOUNT INFORMATION: W M & S 515-523-B101-4444

PRIOR APPROVAL:
(IF APPLICABLE)

DATE:

BILL NO. S -91-05-39

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
CHARLES B. REDD, VICE CHAIRMAN
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the
awarding of Reference #5005 by the City of Fort Wayne, Indiana,
by and through its Department of Purchasing and KELLEY CHEVROLET
for the Water Maintenance & Service Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

[Signature]
[Signature]

[Signature]

DATED: 6-11-91.

Sandra E. Kennedy
City Clerk